

EXHIBIT A

**FULL TEXT OF REQUESTS SHOWING COMPROMISES OFFERED BY THE PARTIES AND
REFUSALS TO PRODUCE BY SSES¹**

Request No.	Text of Request	SSEs' Position
1	Data or documents (in the absence of data) sufficient to show the following information for each purchase by You or on Your behalf, of (a) a Component or (b) an Assembly for installation in a new Vehicle sold or leased in the U.S.:	SSEs Refuse to Search/Produce
1(a)	Date of purchase;	SSEs Refuse to Search/Produce
1(b)	Seller from whom the Component or Assembly was purchased, including name, address, and other identifiers;	SSEs Refuse to Search/Produce
1(c)	Manufacturer, name or description, part type, part number, and other identifiers of the Component or Assembly, including model, model year, and other identifiers of the Vehicle(s) in which the Component or Assembly was designed or intended to be installed, and quantity purchased (including measurement unit for quantity);	SSEs Refuse to Search/Produce
1(d)	Terms and conditions on which the Component or Assembly was purchased, including but not limited to:	SSEs Refuse to Search/Produce
1(d)(1)	Net price of the Component or Assembly (including currency and exchange rate, if applicable), and any adjustments to purchase price and Incentives or allowances issued or applied at any time, including but not limited to, taxes, amortization and amortization schedule, installment payments, financing, rebates, lump sum or other discounts, refunds, credit for returns, and currency or input cost adjustments, and the manner in which provided, whether by unit or by total purchase;	SSEs Refuse to Search/Produce
1(d)(2)	Information sufficient to show: (a) the total amount of money You paid, on a yearly basis, for each type of identified Component or Assembly that You purchased; and (b) the total number of units purchased for each type of identified Component or Assembly that You purchased; and	SSEs Refuse to Search/Produce
1(d)(3)	Shipping or freight costs, and by whom such costs were paid.	SSEs Refuse to Search/Produce

¹ The manufacturing SSEs have agreed to produce **only** the following in response to the subpoena overall: (i) transactional data reflecting components purchased from a “reasonable number” of **non-defendant** suppliers (which the Parties are expected to somehow identify), and only for the period 2006-2016; (ii) the MSRPs for select vehicles, “to be negotiated with the Parties,” that each SSE sold between 2006-2016 only; and (iii) the same purchasing and MSRP data from categories (i) and (ii) that were part of any SSE’s production to the DOJ.

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1(e)	“Ship-from” and vendor “pay-to” address(es) from which the Component or Assembly and invoice for it were shipped or sent, date(s) the Component or Assembly and invoice were shipped or sent, “ship-to/delivery” and customer “bill/invoice-to” address(es) where the Component or Assembly and invoice were shipped or received, and date(s) the Component or Assembly and invoice were received;	SSEs Refuse to Search/Produce
1(f)	Information sufficient to track each Component or Assembly after it was installed in a Vehicle, including model, model platform, model year, model project or development code, vehicle identification number (“VIN”), and/or part number, and other identifiers of the specific Vehicle(s) in which the Component or Assembly was installed, and quantity or number of each Component and Assembly installed (including measurement unit for quantity or number);	SSEs Refuse to Search/Produce
1(g)	RFQ(s), if any, pursuant to which the Component or Assembly was procured, and the following information for each RFQ:	SSEs Refuse to Search/Produce
1(g)(1)	Names, designations, and/or other identifiers for the RFQ;	SSEs Refuse to Search/Produce
1(g)(2)	Entity issuing the RFQ and its address;	SSEs Refuse to Search/Produce
1(g)(3)	Name, address, and other identifiers of each potential supplier to whom the RFQ was sent and the date sent to each potential supplier;	SSEs Refuse to Search/Produce
1(g)(4)	Name or description, part number, and other identifiers for each Component or Assembly, and other product(s) (if any) that was the subject of the RFQ;	SSEs Refuse to Search/Produce
1(g)(5)	Model(s) or model platform(s), model year(s), model project or development code(s), and/or part number, and other identifiers of the Vehicle(s) for which the Component or Assembly was designed or intended;	SSEs Refuse to Search/Produce
1(g)(6)	Guidelines or instructions for responding to the RFQ, as set by You and communicated to any potential supplier, including rules relating to the initial bid price, number of responses, and response deadline, or any other Documents relating to Your bid solicitation criteria, Your bid submission system, or Your bid evaluation and selection process;	SSEs Refuse to Search/Produce
1(g)(7)	Terms of the RFQ, including supply period covered, design or specifications of the Component or Assembly, Directed Buying or Directed Sourcing (if any) of Components or Assemblies, approved supplier(s) of Component(s) or Assemblies or subcomponents thereof, and any changes in such terms, design or specifications, including post-RFQ changes in terms, design, or specifications (e.g., resulting from manufacturing	SSEs Refuse to Search/Produce

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	improvements and APRs);	
1(g)(8)	Responses to the RFQ from potential suppliers, including but not limited to, bids, cost and profit margin information or estimates, bill of materials, cost schedules or breakdowns, proposed changes in the design, manufacturing, materials, or specifications of the Component or Assembly and resulting price changes, and any lump sum or other discounts, rebates, allowances, Incentives, or other terms offered;	SSEs Refuse to Search/Produce
1(g)(9)	Cost model(s) or estimate(s), if any, developed, used, or considered with respect to potential suppliers;	SSEs Refuse to Search/Produce
1(g)(10)	Potential suppliers, if any, that provided on-site engineers or other personnel or services in connection with the Component or Assembly;	SSEs Refuse to Search/Produce
1(g)(11)	Target Price, Limit Price, or anticipated or expected purchase price for the Component or Assembly before and after the supplier was selected, after application of all anticipated or expected discounts, rebates, or other allowances or Incentives, and any revisions or changes to such prices;	SSEs Refuse to Search/Produce
1(g)(12)	VE Price or VA Price, if any, for the Component or Assembly, and any revisions thereto;	SSEs Refuse to Search/Produce
1(g)(13)	Revised prices or other terms offered by potential suppliers after their initial response to the RFQ;	SSEs Refuse to Search/Produce
1(g)(14)	The dates and topics of RFQ kickoff meetings, seminars, and other supplier meetings pertaining to each RFQ, the potential suppliers (and employees thereof) who attended each meeting, and changes, if any, to guidelines, instructions, terms, specifications, Target Price, Limit Price, anticipated or expected purchase price, VE Price or VA Price communicated to potential suppliers at each meeting;	SSEs Refuse to Search/Produce
1(g)(15)	Each supplier and the date it was selected to supply the Component or Assembly and the quantity each supplier was selected to supply;	SSEs Refuse to Search/Produce
1(g)(16)	Letters of intent, award letters, early sourcing agreements, statements of work, or similar documents regarding purchase of the Component or Assembly;	SSEs Refuse to Search/Produce
1(g)(17)	Any summary or recap of the RFQ and responses thereto, including but not limited to, each factor considered in deciding from which supplier(s) to purchase the Component or Assembly, and the reasons each potential supplier was selected or not selected to supply the Component or Assembly;	SSEs Refuse to Search/Produce
1(g)(18)	Any adjustments made after awards, including changes to price or the quantity allocated to	SSEs Refuse to Search/Produce

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	each supplier; and	
1(g)(19)	Documents, data, or Studies related to historical Component or Assembly bid solicitations, offered bids or winning bids.	SSEs Refuse to Search/Produce
1(h)	Monetary components of the transaction beyond unit price (e.g., sales tax, shipping or delivery fees) or non-monetary components of, or Incentives for, the purchase of the Component or Assembly, including but not limited to, (1) any service, benefit, and/or product that You provided, or received, in connection with the purchase of the Component or Assembly, including service agreements, warranties, or installation, and (2) the value of each such service, benefit, or product;	Withdrawn by Parties in Compromise
1(i)	For each Component or Assembly purchased by one of Your suppliers pursuant to Directed Buying or Directed Sourcing, the price and terms of any such arrangement, including the entity from which the supplier was directed to purchase the Component or Assembly and at what price and terms;	Withdrawn by Parties in Compromise
1(j)	For each Component or Assembly that You purchased without soliciting proposals, bids, or responses to an RFQ from more than one potential supplier, the manufacturer and supplier of such Component or Assembly, its name or description, part number, and other identifiers, and the reasons why each such Component or Assembly was purchased without soliciting proposals, bids, or responses to an RFQ;	Withdrawn by Parties in Compromise
1(k)	All information sought or obtained by You or on Your behalf concerning a market or competitive price for the Component or Assembly, including but not limited to, any market test conducted with respect to the Component or Assembly;	Withdrawn by Parties in Compromise
1(l)	All Documents relating to non-RFQ methods of procurement (e.g., sole-sourcing), including but not limited to, benchmark or other informal bid or pre-bid pricing, price lists, price sheets, price reductions and reduction attempts, value engineering pricing, discounts, price changes, negotiations, bidding, contracts (resulting from other methods of procurement), or agreements (formal or informal) between You and any Defendant or other Components or Assemblies suppliers, and any correspondence relating to any negotiations or agreements made; and	SSEs Refuse to Search/Produce
1(m)	For each Component or Assembly purchased by You, Documents sufficient to describe, identify, and interpret all part numbers assigned, including the manufacturer's model number, any internal codes, product identifiers, or part numbers used by You.	SSEs Refuse to Search/Produce

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2	Documents sufficient to show any target prices, bids, award prices, and subsequent price adjustments with respect to any RFQ for any Component or Assembly intended to be purchased by You or on Your behalf for installation in a new Vehicle sold or leased in the U.S.	Withdrawn by Parties in Compromise
3	Documents sufficient to show Your agreements with suppliers of Components or Assemblies, including but not limited to any documents relating to and/or constituting Long Term Agreements, Master Purchase Agreements, Component Purchase Agreements, any preferred supplier or supplier partner agreements and Memoranda of Understanding applicable to any purchase of Components or Assemblies by You or on Your behalf for installation in a new Vehicle sold or leased in the U.S.	SSEs Refuse to Search/Produce
4	Data or documents (in the absence of data) sufficient to show the following information for each new Vehicle sold by You or on Your behalf, that was manufactured (a) in the U.S. for later sale or lease in the U.S. or (b) outside the U.S. for later sale or lease in the U.S.:	SSEs Refuse to Search/Produce
4(a)	Purchaser (e.g., Vehicle distributor, Vehicle dealer, or fleet purchaser) to whom the Vehicle was sold, including name, address, and other identifiers, and	SSEs Refuse to Search/Produce
4(a)(1)	Date of sale;	SSEs Refuse to Search/Produce
4(a)(2)	Model, model year, make, and other identifiers of the Vehicle, including VIN, and product identifier for each Vehicle sold;	SSEs Refuse to Search/Produce
4(a)(3)	Terms and conditions of sale, including but not limited to:	SSEs Refuse to Search/Produce
4(a)(3)(a)	Your list or invoice price for the Vehicle (including currency and exchange rate, if applicable) to the purchaser;	SSEs Refuse to Search/Produce
4(a)(3)(b)	Net sale price paid by purchaser before taxes and after any adjustments to invoice price, such as dealer holdback and any other manufacturer or distributor subsidies, rebates, bonuses, allowances and Incentives issued or applied at any time;	SSEs Refuse to Search/Produce
4(a)(3)(c)	Adjustments to invoice price and Incentives or allowances issued or applied at any time, including but not limited to, taxes, commissions, rebates, discounts, refunds, bonuses, advertising subsidies, floor-plan assistance, fuel allowance, dealer inspection charge, and/or other credits or debits, and the manner in which provided, whether by Vehicle or by total sale, and any adjustment identifiers;	SSEs Refuse to Search/Produce
4(a)(3)(d)	Dealer holdback and model changeover allowance, if any;	SSEs Refuse to Search/Produce
4(a)(3)(e)	Amount paid at time of sale, and any remaining balance due, terms of financing, if any,	SSEs Refuse to Search/Produce

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	and duration of monthly or installment payments;	
4(a)(3)(f)	Shipping or freight costs, and by whom such costs were paid;	Withdrawn by Parties in Compromise
4(a)(3)(g)	Any credit associated with return or repair;	Withdrawn by Parties in Compromise
4(a)(3)(h)	Unit price (MSRP and invoice);	
4(a)(3)(i)	Any offered and accepted price that is different from list;	Withdrawn by Parties in Compromise
4(a)(3)(j)	Total sales price for the transaction; and	Withdrawn by Parties in Compromise
4(a)(3)(k)	Any other terms and conditions of the sale.	SSEs Refuse to Search/Produce
4(a)(4)	Terms and conditions of floor plan financing, if any, for the purchase of the Vehicle, including interest, fees and other charges paid by purchaser;	SSEs Refuse to Search/Produce
4(a)(5)	“Ship-from” and vendor “pay-to” address(es) from which the Vehicle and invoice for it were shipped or sent to purchaser, date(s) the Vehicle and invoice were shipped or sent, “ship-to/delivery” and customer “bill/invoice-to” address(es) where the Vehicle and invoice were shipped or received, and date(s) the Vehicle and invoice were received, and location of sale;	Withdrawn by Parties in Compromise
4(a)(6)	Monetary components of the transaction beyond unit price (e.g., financing, sales tax, and fees) or non-monetary components of, or Incentives for, the sale distinct from net sale price, including but not limited to, (a) any service, benefit, and/or product You received, or provided, in connection with the sale of the Vehicle, including service agreements, warranties, installation, Vehicle options, and (b) the value of each such service, benefit, or product;	Withdrawn by Parties in Compromise
4(a)(7)	Invoice date;	SSEs Refuse to Search/Produce
4(a)(8)	A transaction number, invoice number, purchase order number, or any number used to link different records;	SSEs Refuse to Search/Produce
4(a)(9)	Receipts, invoices, bills of sale, purchase contracts, as well as any product-specification requirements and purchase orders You have for these transactions;	Withdrawn by Parties in Compromise
4(a)(10)	All other information included on invoices sent to any Customer during the relevant period;	Withdrawn by Parties in Compromise

Request No.	Text of Request	SSEs' Position
4(a)(11)	A description identifier for each Vehicle;	Withdrawn by Parties in Compromise
4(a)(12)	Manufacturer(s) and seller(s) of each Vehicle sold;	Withdrawn by Parties in Compromise
4(a)(13)	Quantity sold (units);	SSEs Refuse to Search/Produce
4(b)	Retail purchaser (e.g., consumer, fleet purchaser, leasing company, or other lessor), to whom the Vehicle was eventually sold or leased, including name, address, and other identifiers, and	SSEs Refuse to Search/Produce
4(b)(1)	Date and place (including address) of sale or lease;	SSEs Refuse to Search/Produce
4(b)(2)	Terms and conditions of sale, including but not limited to:	SSEs Refuse to Search/Produce
4(b)(2)(a)	MSRP and seller's (e.g., Vehicle distributor or Vehicle dealer) invoice price for the Vehicle;	SSEs Refuse to Search/Produce
4(b)(2)(b)	Net sale price paid by purchaser (including currency and exchange rate, if applicable) before taxes and after any adjustments to list price and Incentives or allowances issued or applied at any time;	SSEs Refuse to Search/Produce
4(b)(2)(c)	Adjustments to list price and Incentives or allowances issued or applied at any time, including but not limited to, taxes, rebates, discounts, refunds, credits, or allowances for vehicle trade-ins, and OEM and model, model year, VIN, and other identifiers, and mileage of vehicle for which a trade-in allowance was provided;	SSEs Refuse to Search/Produce
4(b)(2)(d)	Amount paid at time of sale, and any remaining balance due, terms of financing, and duration of monthly or installment payments; and	SSEs Refuse to Search/Produce
4(b)(2)(e)	Terms of any insurance or warranties provided or sold to the retail purchaser.	SSEs Refuse to Search/Produce
4(c)	For leases, name, address, and other identifiers of person or entity to whom the Vehicle was leased (e.g., lessee), and:	Withdrawn by Parties in Compromise
4(c)(1)	Date and place (including address) of lease;	Withdrawn by Parties in Compromise
4(c)(2)	Terms and conditions of lease, including but not limited to:	Withdrawn by Parties in Compromise
4(c)(2)(a)	Term of lease;	Withdrawn by Parties in Compromise
4(c)(2)(b)	Capitalized cost of lease;	Withdrawn by Parties in

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		Compromise
4(c)(2)(c)	Capitalized cost reduction or down payment, if any;	Withdrawn by Parties in Compromise
4(c)(2)(d)	Lessee's monthly or periodic lease payments;	Withdrawn by Parties in Compromise
4(c)(2)(e)	Money factor, or finance or interest rate;	Withdrawn by Parties in Compromise
4(c)(2)(f)	Depreciation and finance charges;	Withdrawn by Parties in Compromise
4(c)(2)(g)	Mileage allowance and any excess mileage charges;	Withdrawn by Parties in Compromise
4(c)(2)(h)	Deposits, and acquisition or inception, disposition, termination, or other fees or charges;	Withdrawn by Parties in Compromise
4(c)(2)(i)	Actual and/or proposed residual or resale value of the Vehicle at conclusion of lease term;	Withdrawn by Parties in Compromise
4(c)(2)(j)	List and/or negotiated amounts to be paid at inception of lease and conclusion of lease term;	Withdrawn by Parties in Compromise
4(c)(2)(k)	Net amounts paid by lessee at inception of lease and at conclusion of lease term, including extraordinary damage to Vehicle and applicable excess mileage charges, before taxes and after any adjustments to such list and/or negotiated amounts;	Withdrawn by Parties in Compromise
4(c)(2)(l)	Adjustments to list and negotiated amounts to be paid at inception of lease and conclusion of lease term, including but not limited to, taxes, rebates, discounts, refunds, or credits;	Withdrawn by Parties in Compromise
4(c)(2)(m)	MSRP and seller's (e.g., Vehicle distributor or Vehicle dealer) list price for the Vehicle;	Withdrawn by Parties in Compromise
4(c)(2)(n)	Net sale price of the Vehicle before taxes and after any adjustments to list price and Incentives or allowances issued or applied at any time; and	Withdrawn by Parties in Compromise
4(c)(2)(o)	Adjustments to list price and Incentives or allowances issued or applied at any time, including but not limited to, taxes, rebates, discounts, refunds, credits, or allowances for vehicle trade-ins, and OEM and model, model year, VIN, and other identifiers, and mileage of Vehicle for which a trade-in allowance was provided.	Withdrawn by Parties in Compromise
4(d)	Any payments, credits, distributor subsidies, rebates, bonuses, Incentives, allowances or	Withdrawn by Parties in

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	consideration received by purchaser (e.g., Vehicle distributor, Vehicle dealer or fleet purchaser) in connection with financing, warranties, insurance, service agreements, or other services or products provided to or purchased by retail purchaser (e.g., consumer, leasing company, or other lessor) or lessee of the Vehicle;	Compromise
4(e)	Monetary components of the transaction beyond unit price (e.g., financing, sales tax, and fees) or non-monetary components of, or Incentives, distributor subsidies, rebates, bonuses, or allowances for, the sale of the Vehicle to the retail purchaser (e.g., consumer, leasing company, or other lessor) or lease of the Vehicle distinct from net sale price, including but not limited to (1) commissions, and any service, benefit, and/or product the purchaser (e.g., Vehicle distributor or dealer), retail purchaser or lessee received, or provided, in connection with the sale or lease, including service agreements, or warranties, and (2) the value of each such service, benefit, or product;	SSEs Refuse to Search/Produce
4(f)	Repairs or recalls with respect to the Vehicle, nature of repair or recall, whether the Vehicle was returned, and amount of any associated payment, refund or credit;	Withdrawn by Parties in Compromise
4(g)	Address and other identifiers of the facility where the Vehicle was manufactured or assembled;	Withdrawn by Parties in Compromise
4(h)	Your actual, or if actual is not available, estimated, direct and indirect materials, manufacturing, marketing, distribution, selling, and other costs of goods sold for the Vehicle, both fixed and variable, including but not limited to, direct and indirect costs of (i) each Component and Assembly, (ii) each other part or component of the Vehicle, and (iii) management, labor, tooling, overhead, energy, materials, sales and marketing, leasing, freight, and research and development;	SSEs Refuse to Search/Produce
4(i)	Purchaser's (e.g., Vehicle distributor's or Vehicle dealer's) actual, or if actual is not available, estimated, direct and indirect purchase, marketing, distribution, selling, leasing and other costs in connection with the purchase and sale or lease of the Vehicle, both fixed and variable, including but not limited to, direct and indirect costs of management, labor, commissions, real estate, financing, overhead, energy, and freight;	Withdrawn by Parties in Compromise
4(j)	Your gross profit, profit margin or level, operating profit, projected profit, net profit, and/or profit-and-loss statements for the manufacture, sale and/or lease of the Vehicle, "cost plus" pricing, gross margin target percentages, job cost and margin reports, financial statements, and any financial Analyses performed by corporate finance personnel;	SSEs Refuse to Search/Produce

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4(l)	Purchaser's (e.g., Vehicle distributor's or dealer's) gross profit, profit margin or level, operating profit, projected profit, net profit, and/or profit-and-loss statements for the purchase, sale to a retail purchaser (e.g., consumer, leasing company, or other lessor) and any lease of the Vehicle.	Withdrawn by Parties in Compromise
5	Data or documents sufficient to show the following information, for each model (and each model year) for each new Vehicle sold or leased by You or on Your behalf for sale or lease in the U.S.:	SSEs Refuse to Search/Produce
5(a)	The start of production date;	SSEs Refuse to Search/Produce
5(b)	The year when You began selling the Vehicle;	SSEs Refuse to Search/Produce
5(c)	The year you stopped selling the Vehicle if You no longer sell it;	SSEs Refuse to Search/Produce
5(d)	Your schedule of base model invoice prices; and	SSEs Refuse to Search/Produce
5(e)	Your schedule of MSRP.	Will produce MSRP data for 2006-2016 only, and subject to negotiation with the Parties re specific models
6	VIN databases that include complete specifications for every new Vehicle sold by You or on Your behalf for sale or lease in the U.S.	Withdrawn by Parties in Compromise
7	Documents identifying, for each year, the total number of new Vehicles sold in the U.S. that were financed, the total dollar amount of finance income earned, the total amount of finance reserve not yet earned, and the total amount of finance commission paid to Vehicle dealers.	Withdrawn by Parties in Compromise
8	Documents sufficient to show the chronological progress of the prices You charged to each Vehicle dealership for each Vehicle You sold to a Vehicle dealership in the U.S.	Withdrawn by Parties in Compromise
9	For all new Vehicles sold or leased by Your Customers in the U.S. containing a Component or Assembly installed by You, all Documents relating to finance, insurance, and service contract income (broken out by units, by total dollars, by finance income, by insurance income, and by service contract income) by month.	Withdrawn by Parties in Compromise
10	Monthly or periodic reports on Your inventory levels with respect to new Vehicles intended for sale or lease in the U.S.	Withdrawn by Parties in Compromise
11	Monthly or periodic composite trend reports and expense composite reports for specific expected Vehicle sales by You or on Your behalf for sale or lease in the U.S.	Withdrawn by Parties in Compromise
12	Documents, including number, code, or data dictionaries or similar documents, sufficient	Withdrawn by Parties in

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	to disclose, identify, describe, and explain the (a) manufacturer, supplier, vendor, and customer numbers or codes; (b) product, component, and part numbers or codes; (c) model, model platform, VIN, model project or development, and model year numbers or codes; (d) RFQ and RFQ response numbers or codes; (e) plant or facility numbers or codes; (f) Target Price, Limit Price, VE Price or VA Price, or other price numbers or codes; (g) transaction types, including standard sales, credits, debits, returns, and other adjustments related to purchases, sales and any leases of Vehicles, Components, and Assemblies; (h) contract or agreement and invoice numbers or codes; and (i) data fields, that are reflected in data or documents produced in response to these Requests.	Compromise
13	Documents sufficient to disclose, identify, describe, and explain the policies, procedures, methods, standards, decision-making, guidelines, factors, and reasons for determining, setting or revising Your and Your distributors' prices, including without limitation MSRP and dealer-invoice price and any Incentives relating to sales provided to dealers or consumers, for the sale of new Vehicles sold or leased in the U.S.	SSEs Refuse to Search/Produce
13(a)	Your studies, analyses, research, or evaluations concerning the market(s) and competitive conditions for the manufacture and sale of Vehicles, including but not limited to, competitors, market shares, market definition(s), profitability, availability of supply, demand conditions, pricing trends, cost conditions, or sales trends, and surveys and/or research concerning the Vehicles, models, brands, and classes of Vehicles that You compete with, including price levels and price comparisons; and	SSEs Refuse to Search/Produce
13(b)	Your studies, analyses, research, or evaluations concerning how the cost of Components or Assemblies is calculated into, or otherwise impacts or influences, the ultimate price of the Vehicle to Purchasers.	SSEs Refuse to Search/Produce
14	Documents sufficient to disclose, identify, describe, and explain the policies, procedures, methods, standards, decision-making, guidelines, factors, and reasons for (i) Your purchases of Components and Assemblies for installation in new Vehicles sold or leased in the U.S., and (ii) Your decisions to select and/or not to select particular manufacturers and suppliers of Components and Assemblies for installation in new Vehicles sold or leased in the U.S., including but not limited to:	SSEs Refuse to Search/Produce
14(a)	Your review and evaluation of potential manufacturers and suppliers and the Components and Assemblies they offer, including but not limited to, documents sufficient to show	Withdrawn by Parties in Compromise

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	comparisons of the quality and/or technological capabilities of the potential suppliers and manufacturers;	
14(b)	Your (1) issuance of RFQs, and (2) solicitation of proposals, bids, and responses to RFQs from potential manufacturers and suppliers of Components and Assemblies, including Your consideration, solicitation or use of Target Prices, Limit Prices, cost tables or schedules (e.g., standards or directives regarding the amount a supplier may charge for subcomponents of Components or Assemblies or labor used in the assembly of Components or Assemblies), or the supplier's VE Prices or VA Prices;	Withdrawn by Parties in Compromise
14(c)	Your review and evaluation of (1) proposals, bids, and responses to RFQs, and (2) manufacturers and suppliers of Components and Assemblies, including Your consideration of (a) estimates of input and other costs and profit margins of manufacturers or suppliers, and (b) manufacturers' or suppliers' ability to meet Target Prices, Limit Prices, anticipated or expected prices, Your cost tables or schedules, or VE Prices or VA Prices for Components and Assemblies;	SSEs Refuse to Search/Produce
14(d)	Variations in Vehicle price or Incentives over time or with respect to different geographic areas;	Withdrawn by Parties in Compromise
14(e)	Variations in Vehicle price or Incentives as affected by prices of particular competitive models or trims;	Withdrawn by Parties in Compromise
14(f)	Variations in Vehicle price or Incentives as affected by levels of sales or inventory;	Withdrawn by Parties in Compromise
14(g)	Any actual or proposed program or requirement (1) that potential manufacturers and suppliers of Components and Assemblies (a) provide engineers or other personnel or services on-site, or (b) provide or estimate their input and other costs related to the manufacture and sale of Components and Assemblies that You are considering purchasing or acquiring; or (2) that such input and other costs be negotiated with, dictated by, and/or approved by You or on Your behalf;	Withdrawn by Parties in Compromise
14(h)	Your negotiation of (1) prices, terms, and conditions of sale, including any rebates, discounts, off-invoice discounts, or other price concessions or Incentives required from, or offered by, potential manufacturers or suppliers of Components and Assemblies, or (2) changes in prices, terms, and conditions of sale, including post-RFQ pricing (e.g., cost-down pricing and Annual Price Reductions);	Withdrawn by Parties in Compromise

Request No.	Text of Request	SSEs' Position
14(i)	Audits or reports of Your purchases of Components and Assemblies pursuant to International Organization for Standardization (“ISO”) rules or regulations; and	Withdrawn by Parties in Compromise
14(j)	Your provision or disclosure to actual or potential manufacturers or suppliers of Components and Assemblies of information about prices or other terms and conditions offered or charged by other actual or potential manufacturers or suppliers.	Withdrawn by Parties in Compromise
15	Documents sufficient to disclose, identify, describe, and explain any studies, reports, analyses, policies, procedures, research, or evaluations concerning the extent (if any) that changes in costs related to Your manufacture, sale and/or lease of new Vehicles in the U.S., including but not limited to, changes in the input costs of a Vehicle (e.g., Raw Material prices or prices for Components and Assemblies) and changes in costs pursuant to Annual Price Reductions, are passed on to purchasers (e.g., Vehicle distributors or Vehicle dealers), retail purchasers (e.g., consumers, leasing companies, or other lessors), or lessees in the sale or lease prices of Vehicles, including whether and how much (1) You pass on changes in Your costs to purchasers from You (e.g., Vehicle distributors or Vehicle dealers), and (2) such purchasers pass on changes in Your costs to their customers (e.g., consumers, leasing companies, or lessees).	SSEs Refuse to Search/Produce
16	Studies, analyses, research or evaluations concerning: (1) the impact or effect of changes with respect to Your acquisition costs for any particular Components or Assemblies or any other inputs on prices to dealerships, MSRP or on the “street prices” (e.g., retail or consumer prices of Vehicles) paid by final consumers for new Vehicles sold or leased in the U.S. and (2) how You or Your retailers (e.g., Vehicle dealerships or Vehicle distributors) set or adjust the prices at which new Vehicles containing Components or Assemblies are sold or leased in the U.S.	SSEs Refuse to Search/Produce
17	All studies, analyses, research, evaluations, or trade association materials concerning the market(s) in which You or other purchasers of Components and Assemblies have acquired or potentially could have acquired any such Components or Assemblies from any suppliers of such Components or Assemblies for installation in new Vehicles sold or leased in the U.S., including but not limited to studies, analyses, research, evaluations, and trade association materials concerning (a) the nature, scope, competitive conditions, degree of concentration, structure, or other significant aspects of any such market(s); or (b) the identity, size, relative market share, quality, reputation or other significant attributes of any	Withdrawn by Parties in Compromise

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18	of the participants (including both buyers and sellers) in any such market(s).	
18	All documents relating to any comments, observations, suspicions, or suggestions that the market(s), market or competitive conditions, and market structure(s) for the manufacture, sale, or purchase of Components and Assemblies for installation in new Vehicles sold or leased in the U.S., or for the manufacture, sale, purchase or lease of new Vehicles containing any such Components and/or Assemblies in the U.S. (a) may not be competitive, (b) may involve collusion between or among manufacturers and suppliers of Components and Assemblies, or (c) may involve collusion between or among any OEMs, distributors, or dealerships.	Withdrawn by Parties in Compromise
19	Documents sufficient to show Your internal transfer costs, pricing, or sales of Components and Assemblies for installation in new Vehicles sold or leased in the U.S. between or among divisions or entities within Your corporate family.	Withdrawn by Parties in Compromise
20	Documents sufficient to show and describe: (a) what systems are in place for Vehicle dealers and Vehicle distributors to report new Vehicle purchases, sales, and leases in the U.S.; (b) what other information these systems track; and (c) whether each such system includes information on OEM-to-Vehicle dealer, OEM-to-Vehicle distributor, and/or OEM-to-consumer Incentives (e.g., dealer cash, customer cash, holdback, rebates, etc.).	Withdrawn by Parties in Compromise
21	All monthly, annual, and other periodic reports concerning or reflecting purchases, leases, and/or sales of new Vehicles in the U.S. by each of Your Vehicle dealerships or Vehicle distributors (e.g., financial statements or dealer operating reports) and (b) all studies, analyses, or reports concerning the business performance of Your Vehicle dealerships or Vehicle distributors with respect to purchases, leases and/or sales of new Vehicles in the U.S. Both (a) and (b) should include, but not be limited to, such reports, studies and analyses concerning sales volume by make and model, prices at which dealers or distributors sold the Vehicles by make and model, and any other characteristics of those sales, as well as such dealerships' and distributors' financial results, throughput volumes, salesperson activity, market-share performance, and expected-opportunity performance.	Withdrawn by Parties in Compromise
22	All letters, memoranda, or other communications from You to all or any group of Your dealerships in the U.S. (e.g., dealerships in a particular geographic region) announcing prices or changes in prices charged to the dealers for new Vehicles, setting prices or discounts, or explaining discounts or prices for new Vehicles charged or Incentives	SSEs Refuse to Search/Produce

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	provided to the dealers (e.g., why prices went up or went down, or how prices were arrived at), including price lists from the manufacturer for new Vehicles.	
23(2)	Documents sufficient to show: (1) Annual Price Reductions or "APRs" issued to each supplier or manufacturer of Components or Assemblies for installation in new Vehicles sold or leased in the U.S. for each APR negotiation period for each such Component or Assembly and the dates of such APR requests; (2) APRs, credits, money, or other consideration received from suppliers of Components or Assemblies in connection with any negotiated price reductions and the dates of receipt; (3) the impact and traceability of APRs and APR requests to particular Components or Assemblies, including but not limited to, the methods, policies, procedures, factors, and standards for (a) how You calculate and issue APR requests issued to suppliers and manufacturers of Components or Assemblies, (b) how and when You account for or credit APRs received from suppliers, and (c) how and when any audit of suppliers' costs impact Your APR requests; (4) any variation, and the reason for the variation, between Your APR requests issued to each of the suppliers and manufacturers of a particular Component or Assembly; and (5) Your long-term cost reduction initiatives, including but not limited to, announcements, PowerPoint presentations, and supplier meetings containing information about these initiatives.	Withdrawn (gray parts); SSEs Refuse to Search/Produce re Remaining Parts
24	Documents sufficient to show, for each model of new Vehicle manufactured by You that is sold or leased in the United States, the models of Vehicles manufactured by other OEMs that You consider to be competitors and how (if at all) You considered the pricing by such other OEMs of such models in setting the price of the model manufactured by You.	Withdrawn by Parties in Compromise
25	Organizational charts or other documents sufficient to identify Your divisions, departments and managerial employees that have responsibility for: (a) purchasing Components or Assemblies for installation in new Vehicles sold or leased in the U.S., (b) manufacturing new Vehicles sold or leased in the U.S., (c) pricing of new Vehicles sold or leased in the U.S., and (d) sales and marketing of new Vehicles containing such Components and/or Assemblies to Your Customers for sale or lease in the U.S.	Withdrawn by Parties in Compromise
26	For all produced data extracted from a larger data system, identify (a) the software hosting the original data (including version number); (b) the process used to extract the data; and (c) the specific queries used to extract the data. For any data that has been altered from the original form in which it was stored, produce the descriptions of any manipulations to the	Withdrawn by Parties in Compromise

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	data fields or values, any removed data, any data summarization performed prior to production, and any other alterations that would be required to reproduce the data as originally stored.	
27	All Documents and/or transactional data produced to any regulatory or governmental authority within or outside the United States as part of any investigation relating to Components or Assemblies for installation in new Vehicles sold or leased in the U.S.	SSEs that have made prior productions to the DOJ will produce the categories described in fn. 1, <i>supra</i> .
28	All Documents, including but not limited to, any Studies and/or Analyses relating to Your suppliers' (including Defendants') pricing of Components or Assemblies sold to You for installation in new Vehicles sold or leased in the U.S., including Documents relating to prices and proposals submitted in response to RFQs and other requests for procurement or price changes. Please include Documents relating to the relationship between the prices charged or submitted to You for Components or Assemblies and the prices charged or submitted to other Vehicle manufacturers, including for Components or Assemblies that are jointly sourced or for Vehicles that share platforms, share elements, are badge-engineered, or are made for different OEMs who are involved in joint ventures or projects. Please also include Documents relating to the relationship or similarities between the prices charged or submitted for Components or Assemblies for different models or makes of Vehicles, including Vehicles You manufacture.	Withdrawn (gray parts); SSEs Refuse to Search/Produce re Remaining Parts
29	Any Documents or data You have provided to the J.D. Powers' Power Information Network (PIN) concerning new Vehicles sold or leased in the U.S., including but not limited to data that contains the Vehicle make, model and trim, transaction prices, costs, and transaction dates, financing details and trade-in information.	Withdrawn by Parties in Compromise
30	All Documents concerning any agreement or understanding that prices charged to one OEM for Components or Assemblies for installation in new Vehicles sold or leased in the U.S. will not be below or above prices charged to another OEM, or that prices for Components or Assemblies for installation in new Vehicles sold or leased in the U.S. must be at a particular competitive level.	SSEs Refuse to Search/Produce
31 (Plaintiffs Only)	All Documents relating to Your or other OEMs' negotiations or Communications with any of the Defendants or other Components or Assemblies suppliers in connection with Defendants' and other Components or Assemblies suppliers' conduct at issue in MDL No.	SSEs Refuse to Search/Produce

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Motion to Compel)	2311 and Documents Defendants or other Components or Assemblies suppliers provided to You or other OEMs, in connection with the facts described in any Plaintiffs' Complaints.	
32	All Documents related to requests by You that Defendants or Your other suppliers decrease prices charged, submitted or provided for any Component or Assembly for installation in new Vehicles sold or leased in the U.S., and techniques used to accomplish these reductions.	Withdrawn by Parties in Compromise
33	Documents comparing the Components or Assemblies You purchase, or have purchased, for installation in new Vehicles sold or leased in the U.S. to Components or Assemblies other OEMs purchase or have purchased, as well as Components or Assemblies made by different suppliers.	SSEs Refuse to Search/Produce
34	For new Vehicles that were sold to Your Customers in the U.S. and financed by You (or any of Your related financing entities), Your disaggregated transactional data, including but not limited to the cost of each Vehicle, the dealer invoice price for each Vehicle (i.e., the invoice price to Your franchise-dealer Customer), and the final sales price for the Vehicle to the end-payor (i.e., the ultimate consumer of the Vehicle).	SSEs Refuse to Search/Produce